



Avenue Securities LLC

Member FINRA/SIPC

Avenue Securities Customer Agreement

In consideration of Avenue Securities LLC and its agents and assigns (collectively, "Avenue Securities", "You", or "Your") opening one or more accounts on my behalf ("My Account(s)" or the "Account(s)"), I represent and agree with respect to all Accounts as applicable, to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "We", or "Us" mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words "I", "Me", "My", "We" or "Us" means each of the owners of the joint Account.

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH YOU REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "I ACCEPT" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL CUSTOMER@AVENUE.US. I UNDERSTAND THAT CLICKING "I ACCEPT" IS THE LEGAL EQUIVALENT OF MY MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE AVENUE SECURITIES PRIVACY POLICY AND PRIVACY AND SECURITY STATEMENT. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY AVENUE SECURITIES, WITH REVISED TERMS POSTED ON THE AVENUE SECURITIES WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED



AVENUE

AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY AVENUE SECURITIES THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING “I ACCEPT” I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 30 HEREIN. SECURITIES PRODUCTS ARE NOT FDIC INSURED, NOT BANK GUARANTEED AND MAY LOSE THEIR VALUE.

- 1. Capacity and Status.** I am of legal age under the laws of the country where I reside and authorized to enter into this Agreement. No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless You receive written objection from Me, You may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to You in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify You in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to You in writing, I am not a Professional (as defined below). I further agree to promptly notify You in writing if I am now or if I become a Professional or an officer, director or 10% stockholder of any publicly traded company.
- 2. Market Data.** Avenue Securities may choose to make certain market data available to You pursuant to the terms and conditions set forth in this Agreement. By executing this Agreement, I agree to comply with those terms and conditions.



(A) Definitions.

- 1) “Claims and Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors’ and attorneys’ fees and disbursements (including in-house personnel).
- 2) “Market Data” means the NYSE Information, Nasdaq Information and any other market data that I may have access to on Your App or Website.
- 3) “Nasdaq Information” means certain market data and other data disseminated that has been collected, validated, processed, and recorded by any system NASDAQ OMX has developed for the creation or dissemination of Nasdaq Information or other sources made available for transmission to and receipt from either a distributor such as NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX company; c) other information and data from a NASDAQ OMX company. “Nasdaq Information” also includes any element of Nasdaq Information as used or processed in such a way that the Nasdaq Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Nasdaq Information.
- 4) “NASDAQ OMX” means The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively “NASDAQ OMX”).



AVENUE

- 5) “Nonprofessional” means any natural person who receives market data solely for his/her personal, non- business use and who is not a “Professional.” A “Professional” includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the “SEC”), the Commodity Futures Trading Commission (the “CFTC”), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an “investment advisor” as that term is defined in Section 202 (a) (11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a “Professional” if he or she performs the same functions as someone who would be considered a “Professional” in the United States.
- 6) “NYSE Information” means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange (“NYSE”), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States- registered national securities exchanges and national securities associations (each, an “Authorizing SRO”) may make available and as the NYSE may from time to time designate as “NYSE Information”; and (c) all information that derives from any such information.

(B) Provisions Applicable to All Market Data.

- 1) Proprietary Nature of Data. I understand and acknowledge that each Authorizing SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s).



- 2) Permitted Use. I agree to receive Market Data solely for My personal, non-business use. I agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner. I shall not furnish Market Data to any other person or entity.

- 3) Data Not Guaranteed. I understand that neither You nor any Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator"), or information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to or by any Disseminating Party. I understand that neither Avenue Securities nor any Disseminating Party guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither Avenue Securities nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free. I further understand that Market Data by Xignite, Inc. provides market data to Avenue Securities customers. NEITHER AVENUE SECURITIES, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE, OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY AVENUE SECURITIES, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS,



EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF AVENUE SECURITIES, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

4) Provisions Applicable to Nonprofessionals.

a) Permitted Receipt. I understand that I may not receive NYSE Information from You as a Nonprofessional, and You may not provide NYSE Information to Me as a Nonprofessional, unless You first properly determine that I qualify as a Nonprofessional as defined above and I in fact qualify as a Nonprofessional. I agree that, as a prerequisite to Avenue Securities qualifying Me as a Nonprofessional, I will provide to You truthful and accurate information about Me, such as: My occupation, employer, employment position and functions; My use of NYSE Information; My registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind I may receive from any individual or entity for My trading activities, asset management, or investment advice. Except as otherwise declared to You in writing, by executing this Agreement, I certify that I meet the definition of Nonprofessional as set forth in this Agreement.

b) Notification. I shall notify You promptly in writing of any change in My circumstances that may cause Me to cease to qualify as a Nonprofessional.

5) Applicable Law. This Section and its validity, construction and performance shall be governed in all respects by the laws of the State of **New York** without giving effect to conflicts of law principles thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of the State of **New York** with respect to any



legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Section. This Section is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act.

(C) NYSE Information

- 1) Enforcement. I understand and acknowledge that (a) the Authorizing SROs are third-party beneficiaries under this Section and (b) the Authorizing SROs or their authorized representative(s) may enforce this Section, by legal proceedings or otherwise, against Me or any person that obtains NYSE Information that is made available pursuant to this Section other than as this Section contemplates.
- 2) Permitted Use. I shall not furnish NYSE Information to any other person or entity. If I receive NYSE Information other than as a Nonprofessional, I shall use NYSE Information only for My individual use.
- 3) Dissemination, Discontinuance, or Modification. I understand and acknowledge that, at any time, the Authorizing SROs may discontinue disseminating any category of NYSE Information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.
- 4) Duration; Survival. This Section remains in effect for so long as I have the ability to receive NYSE Information as contemplated by this Section 2. In addition, Sections 2(B)(1)-(3) and the first two sentences of Section 2(B)(7), survive any termination of this Agreement.

(D) NASDAQ OMX Information



AVENUE

- 1) Use of Data. I understand that I may use the Nasdaq Information only for personal use and not for any business purpose. I may not sell, lease, furnish or otherwise permit or provide access to the Nasdaq Information to any other natural person or entity (“Person”) or to any other office or place. I will not engage in the operation of any illegal business use or permit anyone else to use the Nasdaq Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or SEC Rule or any FSA rule or other applicable law, rule or regulation. I may not present the Nasdaq Information rendered in any unfair, misleading or discriminatory format. I shall take reasonable security precautions to prevent any Person other than Myself from gaining access to the Nasdaq Information.

- 2) Proprietary Data. I acknowledge and agree that NASDAQ OMX has proprietary rights to the Nasdaq Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Nasdaq Information gathered from other sources. I further acknowledge and agree that NASDAQ OMX’s third-party information providers have exclusive proprietary rights to their respective Nasdaq Information. In the event of any misappropriation or misuse by Me or anyone who accesses the Nasdaq Information through Me, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. SEP

- 3) System. I acknowledge that NASDAQ OMX, in its sole discretion, may from time- to-time make modifications to its system or the Nasdaq Information. Such modifications may require corresponding changes to be made in Avenue Securities’ service. Changes or the failure to make timely changes by Me may sever or affect My access to or use of the Nasdaq Information. I understand that neither NASDAQ OMX nor You shall be responsible for such effects.

- 4) NASDAQ OMX Limitation of Liability. Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Me for indirect, special, punitive, consequential



or incidental loss or damage (including, but not limited to, trading losses, lost profits, or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages. NASDAQ OMX shall not be liable to Me for any unavailability, interruption, delay, incompleteness or inaccuracy of the Nasdaq Information. This Section shall not relieve NASDAQ OMX or Me from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. I agree that the terms of this Section reflect a reasonable allocation of risk and limitation of liability.

- 5) Disclaimers of Warranties. NASDAQ OMX and its third-party information providers make no warranties of any kind with respect to the Nasdaq Information express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

 - 6) Termination by NASDAQ OMX. I acknowledge that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to You unilaterally limit or terminate the right of any or all Persons to receive or use the Nasdaq Information and that You will comply with any such notice and will terminate or limit the furnishing of the Nasdaq Information.
- 3. Authorization.** I understand that My Account is self-directed. Accordingly, I appoint You as My agent for the purpose of carrying out My directions to You in accordance with the terms and conditions of this Agreement and any attendant risks with respect to the purchase or sale of securities. You are authorized to open or close My Account(s), place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My authorized delegate, except as described in Section 10. I understand Avenue Securities provides trading and brokerage services through the Avenue Securities website (the "Website") and the Avenue Securities mobile application



(the “App”). I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk.

4. Customer Representations and Responsibilities.

(A) Self-directed Account. I understand that My Account is self-directed, and so that I am solely responsible for any and all orders placed in My Account and that all orders entered by Me or on My behalf are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. Accordingly, I acknowledge that neither You nor any of Your employees, agents, principals, or representatives:

- 1) provide investment advice in connection with this Account;
- 2) recommend any security, transaction or order;
- 3) solicit orders;
- 4) act as a market maker in any security;
- 5) make discretionary trades; and
- 6) produce or provide first-party research providing specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets. To the extent research materials or similar information are available through the App or the Website or the websites of any entity controlled by, controlling, or under common control with Avenue Securities (such entity, an “Affiliate”), I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

(B) Information Accuracy. I: (i) certify that the information contained in My account application



AVENUE

and any other document that I furnish to You in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime; (ii) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to You as You may request; and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements and documents in writing within ten (10) calendar days. I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained. You may retain this Agreement, the Account application, and all other such documents and their respective records at Your sole discretion, whether or not credit is extended.

(C) Risks. I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

(D) Account Defaults. I understand that My Account comes with many defaulted service instruction features and preferences. I further understand that I am not required to use these defaulted options or preferences and that once My Account is approved and opened I have the sole discretion to control and adjust such default service preferences that relate to My account.

(E) Knowledge of Account. I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. I further understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities



include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. You may, but are not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. I acknowledge that You may adjust My Account to correct any error. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, You will generally exercise the option, on My behalf. However, You reserve the right at Your discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. You are not obligated to take any of these actions and You are not liable for Losses should You not take them.

(F) Purchases. All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My obligation to pay for purchases immediately or on Your demand. I understand You may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization for that person has been received and approved by You. You reserve the right to require full payment in cleared funds prior to the acceptance of any order. In the event that I fail to provide sufficient funds, You may, at Your option and without notice to Me, (i) charge a reasonable rate of interest, (ii) liquidate the Property subject of the buy order, or (iii) sell other Property owned by Me and held in any of My Accounts. You may also charge any consequential Loss to My Account. For purposes of this Agreement, "Property" shall mean all monies, contracts, investments and options, whether for present or future delivery, and all related distributions, proceeds, products and accessions. This includes all such Property held, maintained or carried by DriveWealth, LLC ("DriveWealth") in any manner for Me.



AVENUE

- (G) Freeriding. Freeriding involves making securities purchases using the proceeds of sales of securities that were purchased with unsettled funds. My Account will be charged with a Good Faith Violation if I purchase a security for My Account and subsequently sell that security to purchase another security using unsettled funds. Three Good Faith Violations in any twelve month rolling period will result in My Account being restricted to Funds in Advance of trading for a period of 90 days. If My Account trades through a 90-day restriction any resulting loss will be My responsibility and You may terminate My Account.
- (H) Sales/Short Sales. If I engage in any short sales, as permitted by Avenue Securities, I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to Avenue Securities for all short sales in My Account. Avenue Securities requires that a security be held in My Account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a “short sale.” If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to Avenue Securities for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at Avenue Securities’ sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed. Proceeds of a sale will not be paid to Me or released into My Account until Avenue Securities has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, Avenue Securities may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by Avenue Securities. ^(L)_(SEP) I understand that I may execute short sales only in a margin Account (See Margin Agreement and Margin Disclosure Statement for more information) and that such execution must comply with applicable short sales rules.



- (I) Assistance by Avenue Securities. I understand that when I request assistance from You or Your employees in using the investment tools available on the Website or the App, it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by You or Your employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.
- (J) No Tax or Legal Advice. I understand that Avenue Securities does not provide tax or legal advice.
- (K) Discontinuation of Services. I understand that You may discontinue My Account and any services related to My Account immediately by providing written notice to Me.
- (L) Electronic Access.
- 1) I am solely responsible for keeping My Account numbers and "PINs" confidential and will not share them with third parties. PINs shall mean My username and password.
 - 2) I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts.
 - 3) I agree to immediately notify You in writing, delivered via e-mail and a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs or Account numbers; (ii) any failure by Me to receive any communication from You indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by Me of confirmation of an order, execution or cancellation, which I did not place; (v) any inaccurate information in or relating to My orders, trades, margin status, as applicable,



Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of My Account.

- 4) Each of the events described in subsections (K)(3)(i)-(vi) shall be deemed a “Potential Fraudulent Event”. The use and storage of any information including My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My wireless, web- enabled cellular telephone or similar wireless communications device (collectively, “Mobile Device”) or My personal computer is at My own risk and is My sole responsibility. I represent that I am solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with My Account, My Account number, My username and password, or PINs. I agree to notify You immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by You, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide You a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and You in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow You access to My Mobile Device, My computer, and My network in connection with Your investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold You, Your Affiliates, and Your and Your Affiliates’ respective officers, directors, and employees harmless from and against any Losses arising out of or relating to My failure to comply with any of My above obligations relating to any Potential Fraudulent Event. I acknowledge that You do not know when a person entering orders with My username and password is Me.

- 5) Trusted Contact Person. I understand that, pursuant to FINRA regulations, You are authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for My Account and to disclose information about My account to address



possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

- 5. Clearance of Trades.** I understand that You have entered into a clearing agreement with DriveWealth whereby You will introduce My Account to DriveWealth, and DriveWealth will clear all transactions, on a fully-disclosed basis. I understand that DriveWealth carries My Account(s) and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Avenue Securities.

Until receipt from Me of written notice to the contrary, DriveWealth may accept from Avenue Securities, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if allowed by Avenue Securities and I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning My Accounts. DriveWealth shall look solely to Avenue Securities unless otherwise directed by Avenue Securities, and not to Me, with respect to any such orders or instructions; except that I understand that DriveWealth will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to Avenue Securities, and that DriveWealth will look directly to Me or Avenue Securities for delivery of margin, payment, or securities, as applicable. I agree to hold DriveWealth harmless from and against any Losses arising in connection with the delivery or receipt of any such communication(s), provided DriveWealth has acted in accordance with the above. The foregoing shall be effective as to My Account(s) until written notice to the contrary is received from Me by DriveWealth or Avenue Securities.

- 6. Review of Confirmations and Statements.** I agree that it is My responsibility to review order execution confirmations and statements of My Account(s) promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax related documents, in electronic format. I understand that account statements will evidence all activity in My Account for the stated period, including securities transactions, cash balances, credits to My Account



AVENUE

and all fees paid from My Account. Notwithstanding Section 33(B), confirmations will be considered binding on Me unless I notify You of any objections within two (2) calendar days from the date confirmations are sent. Account statements will be considered binding on Me unless I notify You of any objections within ten (10) calendar days after My Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, You reserve the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if My objection to the transaction is ultimately determined to be valid. Nothing in this Section 6 shall limit My responsibilities as described in Section 4 of this Agreement.

- 7. Important Information Needed to Open a New Account.** To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, I understand that when I open My Account You will ask for My name, address, date of birth and other identifying information. You may also ask copies of My driver's license, passport or other identifying documents. I understand that You may take steps to verify the accuracy of the information I provide to You in My Account application or otherwise, and that You may restrict My access to My Account pending such verification. I will provide prompt notification to You of any changes in the information including My name, address, e-mail address and telephone number.
- 8. SIPC and Other Insurance Coverage.** I understand that Avenue Securities and DriveWealth are both members of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request via telephone at (202) 371-8300 or at www.sipc.org. I also understand that DriveWealth has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. The leader of the excess



AVENUE

of SIPC coverage program is Lloyd's of London. The excess of SIPC coverage does not protect against loss due to market fluctuation. An excess of SIPC claim would only arise if DriveWealth were to fail financially and customer assets for covered accounts, as defined by SIPC (for DriveWealth accounts), cannot be located due to theft, misplacement, destruction, burglary, robbery, embezzlement, abstraction, failure to obtain or maintain possession or control of client securities, or to maintain the special reserve bank account required by applicable rules. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted.

9. Telephone Conversations and Electronic Communications. I understand and agree that You may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by You, and You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

10. Oral Authorization. I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me or My authorized agent.

11. Applicable Laws and Regulations. All transactions in My Account will be subject to federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction in which Avenue Securities is registered, the rules of any applicable self-regulatory organization of which Avenue Securities is a member and the rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. In no event will Avenue Securities be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory organization. I understand that I may check FINRA BrokerCheck to learn about the professional background, business practices, and conduct of FINRA



member firms or their brokers including You (<https://brokercheck.finra.org/>). I can contact FINRA BrokerCheck at 800.289.9999 or through their website at www.FINRA.org.

12. Erroneous Distributions. I agree to promptly return to You any assets erroneously distributed to Me. In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct You on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse You for, or deliver to You, said dividend or distribution.

13. Market Volatility; Market Orders; Limit Orders; and Queued Orders. I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that Avenue Securities is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

A limit order may be “good till cancelled” which means the order remains valid until (A) it is executed; (B) I cancel the order; (C) approximately 90 days from when the order is placed; or (D) the contract to which it relates is closed. I understand that You will cancel a “good till cancelled” order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the “good till cancelled” order remains valid. I further agree that any “good till cancelled” orders I place should be treated as “do not reduce” orders.



As a customer of Avenue Securities, I understand that after the market has closed for the day, I have the ability to place in a queue order requests to be executed the following day upon the opening of the market (“Queued Order”). I understand that My Queued Order request is prioritized based on the order in which it is received by Avenue Securities, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. I further understand that each Queued Order request is sent out per customer and per security as Avenue Securities market orders (described above), and that they are not aggregated.

14. Bulletin Board/Pink Sheet Stocks. Bulletin board, pink sheet and other thinly-traded securities (collectively “bulletin board stocks”) present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions, and updating of quotations in trading bulletin board stocks. Avenue Securities in its sole discretion may require limit orders on certain bulletin board stock transactions.

15. Margin Trading. I understand that margin trading is not allowed under this Agreement.

16. Research and Internet Links. News, research, links to outside websites, and other information accessible through the App or Website (“Content”) may be prepared by independent external providers not affiliated with Avenue Securities (all such providers, the “Providers”). I agree not to distribute, reproduce, sell, or otherwise commercially use the Content in any manner. I understand that You may terminate My access to the Content. I understand that none of the Content is a recommendation by You to buy or sell any securities or to engage in any investment strategy.



17. Restrictions on Trading. I understand that You may, in Your discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary. In the event of a breach or default by Me under this Agreement, You shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that You may at any time, at Your sole discretion and without prior notice to Me: (i) prohibit or restrict My access to the use of the App or the Website or related services and My ability to trade, (ii) refuse to accept any of My transactions, (iii) refuse to execute any of My transactions, or (iv) terminate My Account. The closing of My Account will not affect the rights or obligations of either party incurred prior to the date My Account is closed.

Further, You will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward Your and Your Affiliates' officers, employees, contractors or customers. If I engage in any such behavior, as determined by You in Your sole discretion, I agree that You are authorized to: (i) liquidate any securities, instruments or other property in My Account, (ii) send Me the proceeds, and (iii) close My account. You will not be responsible for any Losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

18. Waiver; Limitation of Liability; Indemnification. I agree that My use of the App or the Website or any other service provided by Avenue Securities or its Affiliates is at My sole risk. The Avenue Securities service (including the App, the Website, the provision of Market Data, Information, Content, or any other information provided by Avenue Securities, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of



exclusion, restriction or modification under the laws applicable to this Agreement.

I UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING MY USE OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT. YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEM, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, You, DriveWealth or any of Your or DriveWealth's affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Your, DriveWealth's or any of Your or DriveWealth's affiliates' gross negligence or intentional misconduct; further provided, that You or Your



AVENUE

Affiliates shall not be liable for any Losses that have resulted from DriveWealth's or any of DriveWealth's affiliates' gross negligence or intentional misconduct. In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by Me with any of the terms and conditions of this Agreement; (ii) any third-party actions related to My receipt and use of any Information, Market Data, Content, market analysis, other third-party content, or other such information obtained on the App or Website, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to My use of the App or the Website; (iv) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following My or My agent's directions or instructions, or failing to follow My or My agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with My Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your Affiliates, and Your and Your Affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Avenue Securities does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third party systems or sites.

I consent to the use of automated systems or service bureaus by You and DriveWealth and Your respective affiliates in conjunction with My Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to



Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of My Losses arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the App, the Website, Your or DriveWealth's brokerage, and other services provided by Indemnified Parties under this Agreement. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

19. [PURPOSELY OMITTED]

20. Exchange Traded Funds. I understand that I should consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying



indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand that I can obtain prospectuses from issuers or their third party agents who distribute and make prospectuses available for review.

21. Joint Accounts; Indemnification. Where I open a joint account, it shall be held by You in joint tenancy with rights of survivorship, unless I notify You otherwise and provide the required documentation. For tenants in common, the interest in the tenancy shall be equal, unless We notify You otherwise. If the Account is a joint account, then in consideration of Your carrying a joint account for Us, We jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of Us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account. You are authorized and directed to act upon instructions received from any of Us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of Us agrees to hold harmless You, Your Affiliates, and Your and Your Affiliates' respective officers and employees from and indemnify them against any Losses arising from or as the result of You, Your Affiliates, and Your and Your Affiliates' officers and employees following the directions or instructions of any of Us, or failing to follow the unlawful or unreasonable directions or instructions of any of Us. You in Your sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property therein be in writing, signed by all of Us. You may recover from the Account or from any of Us such costs as You may incur, including reasonable attorney's fees, as the result of any dispute among Us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify You in writing. You may take such actions in the Account as You deem advisable to protect against any Loss under any present or future laws or otherwise. The estate of the decedent



or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to You for any net debit balance or loss in the Account in any way resulting from any transactions initiated prior to notification to You or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. I understand that Legal ownership of our Accounts shall be governed by the internal laws of the state of residence of the person first named in the registration. I also understand that laws covering joint or community property vary by state and that I am responsible for verifying that the joint registration I choose is valid in My state. Accordingly, I acknowledge that You have encouraged Me to consult My own attorney for this purpose.

In the event of a dispute between or among account holders of which Avenue Securities has notice, Avenue Securities reserves the right, but is not obligated, to place restrictions on the Account. For example, if an Account holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account holders, Avenue Securities may prohibit all transfers of funds from the Account, with such restrictions to remain in place until Avenue Securities actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account holders. In such a case, all Account holders remain liable for any pending settlements at the time of the restriction. Avenue Securities also may, at the expense of the Account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Avenue Securities may deliver the Account into the registry of the court, at which time Avenue Securities will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

22. Effect of Attachment or Sequestration of Accounts. You shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.



AVENUE

23. Event of Death. It is agreed that in the event of My death or the death of one of the joint Account holders, the representative of My estate or the survivor or survivors shall immediately give You written notice thereof, and You may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as You may deem advisable to protect You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint Account holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in Your discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to You for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by You of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Your rights under this Agreement to take any action that You could have taken if I had not died.

24. Tax Reporting; Tax Withholding. The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

(A) U.S. Persons. **[RESERVED]**

(B) Non-U.S. Persons. I acknowledge that I am not a U.S. Person. I certify that I fully understand all the information on any Form W-8BEN that I have submitted or will submit to You. Under penalties of perjury, I declare that (i) I have examined all the information (including all the information in the English language) on any Form W-8BEN that I have submitted or will submit to You and (ii) to the best of My knowledge and belief all such information is true, correct, and complete. I authorize You to provide any such Form W-



AVENUE

8BEN to DriveWealth or any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new Form W-8BEN to You within 30 calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect. I understand that the IRS does not require My consent to any provisions of such Form W-8BEN other than the certifications required to establish My status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

25. Equity Orders and Payment For Order Flow. SEC rules require all registered broker-dealers to disclose their policies regarding any “payment for order flow” arrangement in connection with the routing of customer orders. “Payment for order flow” includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. I understand that You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. I further understand that certain of the exchanges or market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by You in connection with any specific transactions will be furnished upon written request.



26. Free Credit Balances. I authorize You or DriveWealth to invest the free credit balances in My Account in money market funds and, without notice, to redeem My money market fund shares to the extent necessary to satisfy any debits arising in any of My Accounts. Amounts not invested may accrue and may accrue interest on the free credit balances. Any accrued interest will be calculated on a 365-day year and actual days elapsed. The interest rate may vary from time to time without prior notice and may be equal to zero. I understand that Avenue Securities and DriveWealth shall not be obligated to pay interest on any free credit balance in My Account. I further understand that Avenue Securities may receive rebates from DriveWealth derived from customer margin debt balances, money market accounts, and customer free credit balances, as applicable.

27. Fees and Charges. I understand that there are charges for executing buy and sell orders and for other services provided under this Agreement. I understand that the commissions and fees for trade executions and other services in accounts assigned to a registered representative may be different from the commissions and fees charged to Avenue Securities' self-directed customers. I also agree to pay all applicable federal, state, local, and foreign taxes. I authorize Avenue Securities to automatically debit My Account for any such brokerage commissions, charges, fees, and taxes. I agree to pay any such commissions and fees at the then-prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to My Account. Interest may be charged against My Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction and late payments, as the case may be. If Avenue Securities receives My payment for securities purchases in a cash account after the settlement date, I shall be charged a daily interest charge on the debit balance until Avenue Securities is fully paid. Charges will be calculated using a prevailing interest rate, currently set to the daily rate of "Broker's Call" + 3%. The charges shall accrue until paid and posted to My Account on the day following payment of the debit balance. Interest due on My Account is payable on demand. I also agree to pay such expenses incurred by You in connection with collection of any unpaid balance due on My Accounts including attorney's fees allowed by law.



AVENUE

28. Wire Transfers; Indemnification. I understand that all wire transfers originated from or directed to My Account shall be made through the tools and means available on Your electronic platform. I also understand that international wire transfers shall be carried out only by the agents duly authorized by You and indicated on Your platform which may vary according My jurisdiction (each one a “International Transfer Agent”) and will be subject to the policies and terms of the International Transfer Agent. Any wire transfer made otherwise shall not be accepted. I further understand that when I register myself with You I may be requested to also register myself with the International Transfer Agent and I acknowledge that my personal information, transaction data and other information may be shared with International Transfer Agent as set forth in Your Privacy Policy.

If I arrange for a wire transfer to be originated from or directed to My Account, I am responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions in exactly the form required by You and International Transfer Agent. for identification of Me and My Account. I understand that any erroneous, mismatched, or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Account, or returned to the originating bank without notice to Me and I agree to indemnify and hold You, Your Affiliates, International Transfer Agents, and the respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

By sending You a wire transfer request, I authorize You, the International Transfer Agent and Your bank service provider to act on My behalf to initiate the wire transfer or check disbursement. It is My responsibility to ensure that My instructions are accurate before requesting You and the International Transfer Agent to initiate a wire transfer. In order to complete My wire transfer request, My name, My identification documents data and My address on file in My Account must match what I have on file at the recipient bank; and I must provide the International Transfer Agent with any information requested by it.



In accepting wire transfer requests, You may rely upon the identifying number (such as routing number, account number and BIC/SWIFT code) of the recipient, the recipient's financial institution or any intermediary bank, as instructed. Also, the recipient's bank in the wire transfer requests may make payment on the basis of the identifying number even if it identifies a person or entity different from the named recipient. I understand that, if I provided You or an International Transfer Agent with incorrect instructions or recipient information, I may lose the amount of the wire transfer. I agree to indemnify and hold You, Your Affiliates, the International Transfer Agents and the respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an outgoing wire.

I must have sufficient available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send You the wire transfer request. You will not be obligated to make any wire transfer unless I have sufficient available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send You the wire transfer request. You and the International Transfer Agent have the right to neither send nor process any wire transfer request without notice in the event of insufficient available funds. You and the International Transfer Agent also may reject any wire transfer request for any reason or no reason.

All wire transfer requests provided to You or to an International Transfer Agent are subject to review and acceptance of Yours and or the International Transfer Agent. Your confirmation, if any, of the receipt of My wire transfer request is an indication only that You have received My wire transfer request. You reserve the right to refuse to pay any wire transfer recipient whom I designate in the wire transfer request.

A wire transfer request cannot be amended or canceled after You or the International Transfer Agent receive it. You and the International Transfer Agents have the discretion to attempt to abide by a subsequent request for a change, but You and the International Transfer Agent



are not obligated to do so. Any acceptance by You or the International Transfer Agent of a request by Me to amend, recall, or trace a wire transfer is made conditionally upon the express understanding by Me that You and the International Transfer Agent cannot guarantee fulfillment of such a request and that You and the International Transfer Agent are not responsible for any failure to change, recall, or trace such wire transfer. I agree to indemnify and hold You, Your Affiliates, the International Transfer Agents and the respective officers and employees harmless from any Losses arising out of or relating to an attempt to amend or cancel a wire transfer.

All wire transfer requests received by You or the International Transfer Agent after the cutoff time will be reviewed and processed within a commercially reasonable time, generally within two (2) business days. Wire transfer requests entered after the cutoff time may start to process immediately, in the sole discretion of Yours and the International Transfer Agent. I understand that any cutoff times referenced in this Agreement reflect the times displayed on Your internal system clocks and may not necessarily be synchronized with the internal clock displayed on My personal device. For this reason, You suggest that I send any wire transfer requests sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff.

Notwithstanding any information I provide on My wire transfer request to the contrary, You and the International Transfer Agent reserve the right to use any funds transfer system and intermediary bank in the execution of My wire transfer request, and You and the International Transfer Agent may use any means of executing wire transfer requests that You and the International Transfer Agent deem reasonable in the circumstances. I authorize such funds transfer systems and any intermediary or recipient banks to deduct fees from the funds transferred. I understand that You, the International Transfer Agents or any intermediary or recipient banks may apply their prevailing currency exchange rate(s) in the conversion and payment of funds. I am aware that currency exchange rates fluctuate over time and I accept the risks of such fluctuation. I also understand that all incoming and outgoing wire transfers must be in U.S. dollars.



I agree that I will not hold You, Your Affiliates or the International Transfer Agent liable for any damages resulting from an intermediary or recipient bank's decision not to accept any wire transfer. You, Your Affiliates and the International Transfer Agent are not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by You, Your Affiliates, the International Transfer Agent or an intermediary or recipient bank or any other third party. I agree that My international wire transfers are subject to the Forex fees established by the International Transfer Agent, and also agree that I am solely responsible for all such fees, including wire transfer reversal fees for both incoming and outgoing wire transfer requests. Additionally, I agree that I am solely responsible for any additional fees that any originating, intermediary, or recipient banks may charge.

29. Electronic Delivery of Trade and Account Information; Notice. All communications, notices, legal disclosures, and other materials related to My Account or this Agreement, including account statements, trade confirmations, margin calls, if applicable, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to You in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give You in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not. I will read and understand the Communications provided to me and in the event I do not will contact the provider of the Communication be it You, your affiliate, or a third party.

I hereby expressly consent (within the meaning of the Telephone Consumer Protection Act) to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from You, your Affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that I



AVENUE

have provided or may provide in the future (including any cellular telephone numbers), subject at all times to your Privacy Policy. My cellular or mobile telephone provider may charge Me according to the type of plan I carry. I will contact You if I wish to opt out of this consent. I acknowledge that by opting out of receiving calls and text messages I may impact the timeliness of receipt of Communications. If I withdraw my consent, My withdrawal will not affect the legal validity and enforceability of any Communications provided or business transacted between us prior to the time I withdraw my consent. You will then send Me any future Communications by mail or other non-electronic means.

30. Arbitration.

A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the



panel at least twenty (20) days prior to the first scheduled hearing date.

(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

B. Any controversy or claim arising out of or relating to this Agreement, any other agreement between Me and You, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of Florida.

C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against You in any foreign venue.

D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

(1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

31. API

(A) Overview; Definitions. Avenue Securities and Avenue Holdings, Inc. (collectively, “Avenue”) may, in Avenue’s sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the “API Package”) (such third parties, “API Licensees”), to make available certain features and functionality of Avenue’s mobile applications, websites, or technology platform via the API Licensees’ products (such products, the “Licensee Products”). The API Package and the Licensee Products are collectively referred to as the “API Products”. “Personal Information” means My personally identifiable information (including username, logon password, financial information, trade data, and other financial information) and all data exchanged between Avenue and the API Products.

(B) Access to My Personal Information. Through My use of any API Products, I may be providing API Licensees with access to My Account and Personal Information. By using any API Products, I acknowledge that such API Products may employ security, policies, procedures and systems of API Licensees which may or may not be less stringent and secure than Avenue’s policies, procedures and systems. I agree that My use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements which I executed with respect to any such API Products. I understand and agree that any end user agreement that I executed with any API Licensee is concluded between Me and such API Licensee only, and not with Avenue; and such API Licensee, not Avenue, is solely responsible for such Licensee Product and the content



thereof. I understand and agree that the API Products may deliver Personal Information to Avenue, and that Avenue is authorized to receive and store such Personal Information consistent with Avenue's then-in-effect policies and procedures. Further, I agree that the API Products may request Personal Information stored by Avenue, and I consent to Avenue's disclosure of such Personal Information to the API Products.

(C) No Recommendations. To the extent the Licensee Products or API Licensees express opinions or make recommendations, I understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of Avenue. The existence of the API Products and Avenue's consent to any connectivity between any Licensee Products and Avenue's technology, the App, the Website, or trading platform(s) does not constitute (i) any recommendation by Avenue to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Avenue as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute Avenue's endorsement of API Licensees or the Licensee Products.

(D) Data Provided by Avenue to API. From time to time, and subject to then-in-effect agreements between Avenue and API Licensees, Avenue may, in its own discretion, make market data feeds received from third parties available via the API Products. Avenue does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to Me market data feeds independent of Avenue. I am aware that from time to time that there may be discrepancy between the market data presented on the App or Website and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or My local environment (such as computer set up, connection speed, etc.). Avenue is not responsible for the accuracy of any market data displayed on any API Products or



otherwise made available by API Licensees.

(E) Risks; No Liability. I acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by Avenue. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Avenue (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to Avenue are subject to order vetting by Avenue. Orders created and submitted through any API Products are not vetted until they are received by Avenue. It is possible that Avenue may reject an order placed through any API Products. Avenue cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Avenue cannot guarantee that notifications and Personal Information provided to Me by Avenue will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, I agree that:

(i) Avenue or its Affiliates shall not be liable for any Losses as a result of any issues addressed in this Section 31 of this Agreement, nor shall Avenue or its Affiliates be liable for any Losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).

(ii) Avenue or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.

(iii) Avenue or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.



(F) Intellectual Property. My use of any API Products will not confer to Me any title, ownership interest or intellectual property rights that otherwise belongs to Avenue or any of its affiliates. The API Package, including content, is protected under U.S. patent, copyright laws, international treaties or conventions, and other laws and will remain Avenue's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to Avenue or any of its Affiliates or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by Avenue or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle Me to use any such name or mark in any manner.

(G) User's Representations and Warranties. I represent and warrant that:

(i) By virtue of utilizing any API Products, I consent to and accept any risk associated with Avenue's sharing of Personal Information with any API Licensee and shall not hold Avenue, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.

(ii) I agree that My use of any API Products or API Licensee's content, information, technology, or functionality is at My own risk.

(iii) I agree that Avenue may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to Me.

32. Electronic Signatures; Modifications to the Agreement. I agree to transact business with You electronically. By electronically signing an application for an Account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Your services. The use



of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Avenue Securities may modify this Agreement from time to time and I agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of Avenue Securities' electronically stored copy of the Agreement.

33. Consent to Electronic Delivery of Documents.

(A) Consent. **By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form.** "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding My Account, this Agreement (including amendments to this Agreement), and the services delivered or provided to Me by Avenue Securities, the issuers of the securities or other property in which I invest, and any other parties. I agree that I can access, view, download, save, and print any Account Documents I receive via electronic delivery for My records.

(B) Electronic Delivery System. I acknowledge that Your primary methods of communication with Me include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to My email address of record, and, to the extent required by law, (D) providing Me with notice(s) that will direct Me to the App or the Website where I can read and print such information. Unless otherwise required by law, You reserve the



right to post Account Documents on the Website without providing notice to Me. Further, You reserve the right to send Account Documents to My postal or email address of record, or via the App or Website. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Avenue Securities, whether I receive it or not.

All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I agree to maintain the e-mail address that I have provided You until I provide You with a new one. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is My sole responsibility to ensure that any emails from You or Your Affiliates are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communication. If I authorize someone else to access the e-mail account I have provided You, I agree to tell them to share the Account Documents with Me promptly, and I accept the risk that they will see My sensitive information. I understand that if I use a work e-mail address or computing or communications device, My employer or other employees may have access to the Account Documents.

Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold You, Your Affiliates, and Your and Your Affiliates' respective officers and employees harmless for any such access regardless of the cause.

I agree to promptly and carefully review all Account Documents when they are delivered and notify Avenue Securities in writing within five (5) calendar days of delivery if I object to the information provided (or other such time specified herein). If I fail to object in writing



within such time, Avenue Securities is entitled to treat such information as accurate and conclusive. I will contact You to report any problems with accessing the Account Documents or any other issue I may encounter.

(C) Costs. Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Avenue Securities will not charge Me additional online access fees for receiving electronic delivery of Account Documents.

(D) Archival. Upon My request, I may obtain copies of up to six (6) prior years of my account statements, and three (3) prior years of my trade confirmations.

(E) Revocation of Consent. Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Avenue Securities in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Avenue Securities to provide Me in paper form. Avenue Securities will not treat My request for paper copies as a withdrawal of My consent to electronic delivery of Account Documents. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Avenue Securities, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, or terminate My access to Avenue Securities' services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Avenue Securities' delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.



(F) Duration of Consent. My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Avenue Securities revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

(G) Hardware and Software Requirements. I understand that in order to receive electronic deliveries, I must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Avenue Securities may specify and to which I have access. I also understand that if I wish to download, print, or save any information I wish to retain, I must have access to a printer or other device in order to do so.

(H) Consent and Representations. I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. I will maintain a valid e-mail address and continue to have access to the Internet. If My e-mail address changes, I agree to immediately notify Avenue Securities of My new e-mail address in writing.

34. Miscellaneous Provisions. The following provisions shall also govern this Agreement:

(A) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning



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represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable.

- (B) Binding Effect; Assignment. This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Your prior written consent. You may assign, sell, or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- (C) Severability. If any provisions or conditions of this Agreement, or any application thereof to any person, entity, or circumstance, are or become to any extent inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed to any extent invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule, or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect and be valid and enforceable to the fullest extent permitted by law.
- (D) Website Postings. I agree and understand that Avenue Securities may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Account on the Website (“Website Postings”). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.



- (E) Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Account statements and confirmations, contain the entire agreement between Avenue Securities and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Avenue Securities and Me, provided, however, that any and all other agreements between Avenue Securities and Me, not inconsistent with this Agreement, will remain in full force and effect.
- (F) Amendment. You may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Avenue Securities services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Avenue Securities services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.
- (G) Termination. You may terminate this Agreement, or close, deactivate, or block access to My Account at any time in Your sole discretion. I will remain liable to You for all obligations incurred in My Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
- (H) No Waiver; Cumulative Nature of Rights and Remedies. I understand that Your failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure on Your part to exercise any power or right given to You in this Agreement, a continued course of such conduct on Your part, or any course of dealing with respect to any right, power, or privilege under this Agreement shall at no time operate as a waiver of



such power or right, nor shall any single or partial exercise preclude any other further exercise or the exercise of any other right, power, or privilege under this Agreement. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.

(I) International Customers. The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. I understand that You, in Your sole discretion, may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors. I understand that You are based in the United States and that You accept only U.S. currency in Your customer accounts.

(J) Governing Law. This Agreement and all transactions made in My Account shall be governed by the laws of the State of Florida (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

(K) Language. This Agreement is being executed in English and Spanish. Spanish version is merely for reference. **IN CASE OF ANY INCONSISTENCE BETWEEN ENGLISH AND SPANISH VERSIONS, ENGLISH VERSION SHALL PREVAIL FOR ALL PURPOSES.**

ACCEPTED AND AGREED: I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest My assent to, and My agreement to comply with, those terms and conditions by clicking "Submit Application." **I ALSO UNDERSTAND THAT BY CLICKING "I ACCEPT" I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 30 HEREIN.**